

EXHIBIT B

PHILIPLEE

DUBLIN
7/8 Wilton Terrace
Dublin 2, D02 KC57,
Ireland
T: +353 (0)1 237 3700
F: +353 (0)1 678 7794

BRUSSELS
EU Quarter, level 6, box 6,
Schuman Roundabout, 2-4,
1040 Brussels, Belgium
T: +32 2 403 37 48

SAN FRANCISCO
388 Market Street,
Suite 1300,
San Francisco
CA 94111, USA
T: +1 415 839 6406

LONDON
2 Eastbourne Terrace,
London, W2 6LG,
United Kingdom
T: +44 (0)20 3934 7010

Strictly Private & Confidential – Addressees Only

The Directors
Booking.com B.V.,
Herengracht 597
1017 CE Amsterdam
Netherlands
By courier

info@philiplee.ie
philiplee.ie

15 November 2019
Our Ref: AB/PC/RYA001-0004

Ryanair D.A.C.

Unauthorised sale of Ryanair flights, breach of Ryanair's Terms of Use and its intellectual property rights

Dear Sirs

We act for Ryanair D.A.C. ("Ryanair"), the well-known airline and operator of www.ryanair.com ("the Ryanair Website", which includes the website contents). The Ryanair Website is the only website authorised to sell Ryanair Group flights (where "Ryanair Group" includes Ryanair DAC, Ryanair Sun, Ryanair UK, Laudamotion and Malta Air). The Ryanair Website is the exclusive online distribution channel through which Ryanair sells Ryanair Group flights, and our client does not authorise third parties to sell its flights online.

It has recently come to our client's attention that you are engaged in the sale of Ryanair flights via the website <https://booking.com>, in conjunction with Oy SRG Finland Ab. The following is without prejudice to any further websites through which you may be selling our flights, and our client reserve their rights to take action against you in respect of any such further websites. (As you will see below, we are also calling upon you to disclose all such websites to us.)

We believe that you are enabled to sell our clients flights via the above websites, as a result of (a process commonly known as) the "scraping" of Ryanair's flight data from its website. More specifically, this involves the use of an automated system or software that facilitates and/or enables you to enter into and use the Ryanair Website and Ryanair's underlying computer programs and database(s), for the purposes of searching and/or booking the Ryanair flights that are ultimately sold by you to the customer who uses your website(s).

You may be engaged in these scraping activities directly, via a related company or because you are assisted by a third party. To the extent that you may not scrape the Ryanair Website directly, our client's position is that you authorise and/or procure and/or direct and/or control and/or facilitate such scraping activities and that you benefit from them.

The purported scraping by you (or on your behalf) of the Ryanair Website and the sale by you of Ryanair flights causes damage to us and breaches Ryanair's rights in the following ways:-

Breach of Ryanair's Website Terms of Use

1. Use of the Ryanair Website is governed by its Terms of Use (*copy enclosed*), which are clearly displayed on the Ryanair Website. The Terms of Use of the Ryanair Website are binding on all users of and visitors to the Ryanair Website in circumstances where the Ryanair Terms of Use are at all times available for inspection by the said users or visitors via a clearly visible hyperlink.

PARTNERS: Philip Lee | Jonathan Kelly | Damien Young | Alice Whittaker | Anne Bateman | Andreas McConnell | Patrick Walshe | Murrough McMahon | Brian Gormley | Rachel Minch | Ryanair | Eoin Brereton | Eimear Fitzgibbon | Tom Conway | Clare Cashin | Eoghan Doyle | Simon O'Neill | Ronan Dunne | Hugh Cummins | Siobhan McCabe | Sean McElligott | Andrew Tzialis | Amanda-Jayne Comyn (BL)

CONSULTANTS: Gavin McGuire | Ita O'Sullivan | Rosemarie MacGuinness

PHILIP LEE

2. The Terms of Use constitute a contract between Ryanair and the user or visitor of the Ryanair Website upon entering into and using the Ryanair Website. You (and any screen-scraping third parties acting on your behalf) breach the Terms of Use, and thereby your contract with Ryanair, through your unauthorised use of Ryanair's website by accessing, extracting and using the Ryanair prices, flights and times data, and offering for sale and selling Ryanair flights on your websites.
3. It is clearly stated in paragraph 2 of the Terms of Use of the Ryanair Website that the *"[Ryanair] website is the only website authorised to sell Ryanair Group flights (where 'Ryanair Group' includes Ryanair DAC, Ryanair Sun, Ryanair UK, Laudamotion and Malta Air), whether on their own or together with any other services. Price comparison websites may apply to enter into a written Licence Agreement with Ryanair, which permits such websites to access Ryanair Group airlines' price, flight and timetable information for the sole purpose of price comparison."* As confirmed above, Ryanair does not authorise you or any other website to sell its flights.
4. In addition paragraph 3 of the Terms of Use further states that use of the Ryanair Website is limited to *"private, non-commercial purposes"*. Other uses of the Ryanair Website are expressly prohibited. In particular, paragraph 3 of the Terms of Use expressly states that *"use of any automated system or software, whether operated by a third party or otherwise, to extract data from [the Ryanair website] for commercial purposes ('screen scraping') is prohibited"*. Paragraph 7 of the Terms of Use also states: *"You may not establish and/or operate links to this website without the prior written consent of Ryanair"*.
5. The website <https://booking.com> is undoubtedly part of a commercial enterprise. When you and/or your agents access the Ryanair Website and scrape its data, it is not for "private, non-commercial purposes". On the contrary, you access the Ryanair Website in order to screen-scrape for your own commercial gain. These activities are in clear breach of the Terms of Use of the Ryanair Website.

Breach of Ryanair's copyright, database rights and other intellectual property rights

6. Ryanair has a number of intellectual property rights in the Ryanair Website, its content, in its related flights database and in its related/underlying computer programs.

Stand-alone database rights

7. Specifically, Ryanair has invested heavily in the Ryanair Website, its flights database and in related databases which are used to communicate its flights data. This investment includes substantial investment in the obtaining, verifying and/or presenting of the data contained on those relevant databases. As such, Ryanair has stand-alone database rights in its databases, which are protected under the EU Database Directive (transposed into Irish law by Part V of the Irish Copyright and Related Rights Act 2000 (as amended)). Ryanair is entitled to claim equivalent rights in other countries, including the Netherlands. Your actions in accessing, extracting and using (and/or reutilising) the flight data from Ryanair's protected databases and/or authorising others to do so on your behalf, without Ryanair's permission, constitute infringement of Ryanair's database rights.

Copyright

8. Separately to its stand-alone database rights, Ryanair has copyright in its databases. The technical activities involved in screen-scraping involve copying of these databases. Any

PHILIP LEE

copying of the databases (or authorising others to copy on your behalf), without Ryanair's permission, constitutes infringement of Ryanair's copyright and related rights. Ryanair also has copyright in certain computer programs that are used as part of the Ryanair Website, related to its sales of flights. Again, the technical activities facilitating and/or allowing and/or enabling screen-scraping involve the unauthorised use and/or copying of these computer programs, and these activities (or, again, authorising others to copy on your behalf) without Ryanair's permission constitutes a separate infringement of Ryanair's copyright.

9. Ryanair is also the owner of a number of European Union Trade Mark ('EUTM') registrations consisting of or incorporating the word "Ryanair", including EUTM No.338301 and EUTM No. 4168721. Certified copies of these registrations are enclosed. We note that the website <https://booking.com> uses the Ryanair EUTMs, including the Ryanair logo, in order to, amongst other things, identify Ryanair flights which are offered for sale on that website. In circumstances where use of the Ryanair EUTMs give consumers the impression that you are authorised to sell Ryanair's flights and/or that you have a business connection with Ryanair, you are liable for trade mark infringement and passing off, as Ryanair has not authorised you to use its EUTMs or to sell its flights.

Trespass and Conversion

10. In addition to the above, Ryanair's Website and its components, as well as Ryanair's flights database and its flights data are all the property of Ryanair. In addition to its Terms of Use and intellectual property rights, Ryanair has also deployed various technical means to try to prevent unauthorised third parties from scraping its flights data. These third parties continually try to circumvent these technical security mechanisms. We can only presume, by virtue of the fact that you have gained access to Ryanair's flights data and are using it in order to offer for sale and sell Ryanair flights, that you (or, again, others on your behalf) have acted to circumvent Ryanair's technical security measures. To the extent that you (or others on your behalf) access Ryanair's Website and/or flights database and/or flight data without Ryanair's permission and in breach of its Terms of Use and in avoidance of its security controls, you commit other torts against Ryanair, including unlawful conversion of Ryanair's property and trespass.

For the avoidance of doubt, Ryanair is entitled to take action against you in relation to the wrongs outlined above, and the Irish Courts have jurisdiction to hear any such action. In particular, paragraph 9 of the Terms of Use confers jurisdiction on the Irish Courts in relation to matters arising from the use of the Ryanair Website, stating that "[i]t is a condition precedent to the use of the Ryanair Group website, including access to information relating to flight details, costs, etc., that any such party submits to the sole and exclusive jurisdiction of the Courts of the Republic of Ireland and to the application of the law in that jurisdiction...including any party accessing such information or facilities on their own behalf or on behalf of others....". Paragraph 9 constitutes an agreement conferring jurisdiction for the purpose of Article 25 of EU Regulation 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. In addition, owing to the breaches of contract (i.e. breaches of our client's Terms of Use) and the various torts outlined above, the Irish Courts also have jurisdiction to hear the dispute by virtue of Article 7 (1) & (2) of EU Regulation 1215/2012.

Our client is committed to ensuring that all users of the Ryanair website comply with its Terms of Use, and to protecting consumers from the activities of websites such as <https://booking.com>.

In light of the above, we call on you to cease offering for sale and selling Ryanair flights from all websites operated and/or facilitated and/or controlled by you (including on the website <https://booking.com> identified above) and to remove all Ryanair flight sales information/data

PHILIPLEE

from those websites, and to confirm that you, your servants, agents, subsidiaries, parent or related companies will not engage in such activities in the future.

Please provide these required confirmations no later than **4pm (Irish time) on Friday 22 November 2019.**

Please note that our client has rights under the (Irish) Enforcement of Intellectual Property Rights Regulations (implementing Directive 2004/48/EC) to seek orders from the Irish courts for disclosure of the origin and distribution networks of services which infringe its intellectual property rights. In this regard, we require you to confirm all other websites that are operated and/or facilitated and/or controlled by you, your subsidiaries, your parent or your related companies and which permit searching of and/or sale of Ryanair flights.

In addition, please provide names of any entities which are providing you with the technical means, and details of the technical means you are using to facilitate the search, booking and/or sale of Ryanair flights. Please provide this information by the above deadline of **4pm (Irish time) on Friday 22 November 2019.**

As you will have noted (including from Ryanair's Website Terms of Use), price comparison websites may apply to enter into a written licence agreement with Ryanair, which permits such websites to access Ryanair's price, flight and timetable information for the sole purpose of price comparison. Please find enclosed a copy of Ryanair's standard licence agreement for the purpose of you considering whether you wish to make an application for this licence to Ryanair.

Please note that in order to protect our client's position in the interim, proceedings have been issued against you and Oy SRG Finland Ab in the High Court of Ireland. Our client is willing to agree to discontinue such proceedings as against you if you take the actions required in this letter in the timeframe requested and provide satisfactory assurances that you will not infringe our client's rights in the future. If you do not intend to do so, then please immediately nominate Irish solicitors to accept service of such proceedings on your behalf.

Finally, we call on you to preserve all documents, data and information in your possession, power or procurement of relating to the use of the Ryanair Website (by you or others on your behalf) and sale of Ryanair flights.

We are separately writing to Oy SRG Finland Ab in relation to the issues raised in this letter.

Yours faithfully



PHILIP LEE

Encl. Ryanair Terms of Use

Certified copies of EUTM No.338301 and EUTM No. 4168721

Price Comparison Licence Agreement